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STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

DEMA Procurement Office, Building #M5330 5636 East McDowell Road Phoenix, Arizona 85008-3495.

REQUEST FOR QUOTATION NUMBER: Q5-0021 (NOTE: THIS IS NOT A PURCHASE ORDER)

QUOTATION DUE DATE: 2:00 P.M. (MST), 4 May 2005

In accordance with the Arizona Procurement Code, A.R.S, Chapter 23, competitive sealed Quotations for the material or service specified will be received by the Department of Emergency and Military Affairs, Department Procurement Office (State), until the date and time cited.

A FAXED QUOTE IS NOT ACCEPTABLE. A hard copy of your quotation shall also be immediately mailed to: Betty Kinchion, DEMA Procurement Office, 5636 E. McDowell Rd., Building #M5330, Phoenix, AZ 85008.

Quotations must be in the possession of the Department Procurement Office (State) on, or prior to, the due date and time. Except as provided in the Arizona Procurement Code, late quotations will not be considered.

MATERIAL/SERVICE OR PROJECT LOCATION: Arizona Army National Guard, Silver Bell Army Heliport, Exit 232, Marana, Arizona

SCOPE OF WORK: Furnish all labor, supplies, material, applicable taxes, transportation and services required to: OBTAIN ARIZONA AQUIFER PROTECTION PROGRAM (APP) PERMIT FOR NEW WASTEWATER TREATMENT PLANT (SEE ATTACHED SCOPE OF WORK)

PROCUREMENT RELATED QUESTIONS SHALL BE DIRECTED TO:

BUYER: BETTY KINCHION TELEPHONE; (602) 267-2853 FAX: (602) 267-2576

TECHNICAL QUESTIONS REGARDING THE SCOPE/STATEMENT OF WORK SHALL BE DIRECTED TO:

DAVID ANNIS TELEPHONE: (602) 267-2974

QUOTATION ISSUE DATE: April 21, 2005

It is the responsibility of the bidder submitting a quote to fully understand all terms and conditions referenced in this quotation. The award will be made to the overall lowest, responsive, responsible bidder (considering freight, delivery, installation, taxes and/or other applicable associated fees/expenses). Your respective proposed delivery schedule(s) must be indicated in the spaces below. All quotations must be FOB Destination, Freight Pre-Paid. Quotes are due at the Department of Emergency & Military Affairs, Procurement Office, 5636 E. McDowell Rd. Bldg. #M5330, Phoenix, AZ 85008-3495 by the quotation due date and time. (A FAXED QUOTE IS NOT ACCEPTABLE.) A HARDCOPY OF THE QUOTATION AND APPLICABLE DOCUMENTS SHALL BE MAILED TO THE BUYER'S ATTENTION AT THE ABOVE ADDRESS.

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PRICE SHEET

Line Item	QTY	Description	Unit Price	Extended Price
1	1	Arizona Aquifer Protection Program (APP) Permit @ Silver Bell Army Heliport, Marana, AZ. (see attached scope of work)	\$	\$
2			\$	\$
3			\$	\$
4			\$	\$
5			\$	\$
6			\$	\$

6				\$	\$		
				Subtotal:	\$		
				Tax:	\$		
				Delivery:	\$		
				TOTAL:			
DELIVERY	/ ecue	EDITIE:			<u></u> !		
			" " " " " " " " " " " " " " " " " " " "				
PAYMENT	TERM	S:					
If payment shall be dis	If payment is made within calendar days after acceptance of goods and/or services, the above quoted price, shall be discounted by % (excluding sales tax).						
If payment services ar sales tax).	is mad nd an a	e by the Arizona State Ar ccepted invoice has beer	merican Express Purchasing Car n provided, the above prices shall	d program, after accepts be discounted by	ance of goods and/or % (excluding		
	=====	*=====================================	=======================================				
COMPANY	Y NAME	= :		MIN II			
ADDRESS);	Street					
TELEPHO	NE:	Street	City FAX NUMBER:	State and Z	lip		
ARIZONA	TRANS	ACTION (SALES) PRIVI	LEGE TAX LICENSE NO.:				
FEDERAL	EMPLO	OYER IDENTIFICATION	NUMBER:	10.			
acceptance le Contract. Fu	by the Surther, I nents the	tate of Arizona of the Contr agree to fully comply with:	erstand and agree with all terms and a factor's offer by the issuance of a Pur all terms and conditions as set forth i diffications and other documentary for	rchase Order or Contract v in the Arizona Procuremer	vill create a binding at Rules and Regulations		
Signature			Date	_			

Typed Name and Title

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ATTACHMENT A – (Mandatory Submission Requirement) SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESSES CERTIFICATION

Executive Order 2004-29 requires all State of Arizona agencies to track and report solicitations distributed and awarded to Small, Woman-Owned and/or Minority-Owned firms.

A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and employs fewer than 100 employees OR has less than \$4 million in annual sales. To qualify as a minority or women-owned business, the firm must be at least 51% minority or women owned.

When practical, purchases/contracts less than \$50,000 will be made from small businesses.

CHECK THE APPROPRIATE CLASSIFICATION APPLICABLE TO YOUR FIRM:

□ 1.0 Small Business (SB), □ 2.0 Small Business African American (SBAA), □ 3.0 Small Business Asian (SBA), □ 4.0 Small Business Hispanic (SBH), □ 5.0 Small Business Native American (SBNA), □ 6.0 Small Business Other (SBO), □ 7.0 Small, Women Owned Bus. African American (SWOBAA), □ 9.0 Small, Women Owned Bus. African American (SWOBAA), □ 9.0 Small, Women Owned Bus. Hispanic (SWOBH), □ 11.0 Small, Women Owned Bus. Native American (SWOBNA), □ 12.0 Small, Women Owned Bus. Other (SWOBO), □ 13.0 Women Owned Business (WOB), □ 14.0 Women Owned Bus. African American (WOBAA), □ 15.0 Women Owned Business Asian (WOBA), □ 16.0 Women Owned Business Hispanic (WOBH), □ 17.0 Women Owned Business Native American (WOBNA), □ 18.0 Women Owned Business Other (WOBO), □ 19.0 African American (AA), □ 20.0 Asian (A), □ 21.0 Hispanic American (HA), □ 22.0 Native American (NA)						
23,00 None of the firm. (NONE)	nese categories is applicable	and firm does not qualify as either a Small, Woman, or Minority-Owned				
		=======================================				
COMPANY NAME	<u>:</u> :					
ADDRESS:		N- 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10				
Street	City	State and Zip				
I hereby certify that business with less		(Firm/Company Name) \square is or \square is not (check one) a small ess than \$4 million in annual sales.				
Signature		Date				
I hereby certify tha Minority and/or [] \ Governor Napolita	Women (check one <u>or</u> both) c	(Firm/Company Name) ☐ is or ☐ is not (check one) a ☐ swned business in accordance with Executive Order 2004-29 issued by				
Signature	· P	Date				

INSTRUCTIONS TO OFFERORS

- 1. **Submission.** Quotations shall be signed and received in the Department of Emergency and Military Affairs Procurement Office (State) by the date and time indicated. Erasures, interlineations or other modifications in the Quotation must be initiated by the person signing the quotation/estimate.
- 2. **Quotation Waiver and Rejection.** Notwithstanding any other provision of this Request for Quotation/Estimates, the Department expressly reserves the right to:
 - Waive any immaterial defect or informality; or
 - b. Reject any or all quotations, or portions thereof, or
 - Reissue a Request for quotation/estimate.
- 3. Taxes. The State will pay any applicable State of Arizona transaction privilege tax and any other applicable state or local taxes on the services rendered or products supplied. No payment shall be made for any personal property taxes levied on vendor or any taxes levied on employee's wages. Applicable taxes must be shown separately on any invoice and such sums shall be due and payable to vendor upon delivery. If claiming a tax exemption, a valid tax exemption certificate number must be provided with your quote.
- 4. **Award of Contract.** Unless the Bidder states otherwise, or unless otherwise provided within the Request For Quotation, the State reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the State.
 - A response to a Request for Quotation is an offer to contract with the State based upon the terms, conditions and specifications contained in the State's Request for Quotation. Quotations do not become contracts unless and until an authorized procurement officer accepts them,
- 5. Americans with Disabilities Act. People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made seventy-two (72) hours prior to quote due date. If you require accommodations, please contact the Buyer, as stated on the front page of this package.
- 6. **Incorporation by Reference.** The following documents shall apply to all work under this solicitation and are hereby incorporated by reference with the same force and effect as if they were given in full text. A copy of these documents can be obtained from the following url: http://www.azspo.az.gov/PoliciesDocuments/index.htm
 - a. Uniform Instructions to Offerors
 - b. Uniform General Terms and Conditions.
- 7. Offer Acceptance Period: Any Vendor submitting an offer under this Solicitation shall hold its offer open for a period of ninety (90) days after the date of the solicitation due date.
- 8. **Manufacturers Names**: Any Manufacturers names, trade name, brand names or catalogue numbers used in the specifications/Scope of Work are for the purpose of describing and/or establishing a general quality level, design or performance desired. Such references are not intended to limit or be restrictive but are necessary to approximate the quality of design or performance which is desired. Any quote that proposes like quality, design or performance will be considered. If the description of your quote differs in any way, you must give a complete and detailed description of your exceptions to include pictures and literature if necessary. Unless a specific exception is made, the assumption will be that you are quoting exactly as specified in the Request for Quotation.
- Descriptive Literature: All offers must include complete manufacturers descriptive literature regarding items they
 propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer
 submitted. Failure to include this may result in the proposal being rejected.
- Contractor License. Each Offeror must be properly licensed to perform all work covered by this solicitation in accordance with the laws of the State of Arizona. Proof of licensure may be requested by the State prior to contract award.
- 11. Warranty. The successful Contractor shall warrant all labor and materials for one (1) year from the date of acceptance by the State.

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- 12. **Notice to Proceed.** The Department of Emergency and Military Affairs will issue a Notice to Proceed or executed Purchase Order for the material or service covered under this agreement.
- 13. Completion Time. The scope of this agreement and/or final delivery shall be completed by December 15, 2005.
- 14. **Post Award Conference**. After award of this agreement, the Contractor may be required to participate in a post award meeting for the purpose of ensuring a complete understanding of the requirements of the contract. This meeting will be arranged by the department procurement officer or designated representative.
- 15. **Termination.** The DEMA Procurement Office reserves the right to terminate this agreement for convenience without penalty or recourse by giving thirty (30) days prior written notice to the Contractor. In the event DEMA exercises this provision, all documents, data, and reports prepared by the Contractor under this agreement shall become the property of the State of Arizona (at the option of the DEMA Procurement Office). The Contractor shall be entitled to receive just and equitable compensation for the work completed to the effective date of the termination.
- 16. **Arbitration.** After exhausting all applicable administrative review procedures, to the extent required by A.R.S. 12-1518 except as may be required by other applicable statutes, the parties to this agreement shall resolve all disputes arising out of or relating to this agreement through arbitration.
- 17. Discounts. Payment discount periods shall be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date the State's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more shall be deducted from the quotation price in determining the low quotation. The State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
- 18. **Delivery Days.** All deliveries shall be made within (30) days of receipt of a contract release order/purchase order for common stock items. Deliveries shall be made within (30) days of a contract release order/purchase order for mail ordered items.
- 19. Packing Slip. Each shipment shall include a packing slip showing the contract number, item, price, purchase order number, and quantity shipped.
- 20. **Defective Products.** All defective products shall be replaced and exchanged by the contractor within (30) days of initial notification. The cost of transportation, unpacking, inspection, repackaging, reshipping or other like expenses shall be borne by the contractor.
- 21. In accordance with Executive Order 2004-29 and Rule R2-7-335 (Small Business Set Aside) of the Arizona Procurement Code, this request for quotation is restricted to small, woman-owned and/or minority-owned businesses. Businesses qualifying as such must self certify their status as such by filling out and completing ATTACHMENT A SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESSES CERTIFICATION

Arizona Department of Emergency and Military Affairs Army National Guard Environmental Office

TASK ASSIGNMENT SCOPE OF WORK: OBTAIN ARIZONA AQUIFER PROTECTION PROGRAM (APP) PERMIT FOR NEW WASTEWATER TREATMENT PLANT SILVER BELL ARMY HELIPORT, MARANA, ARIZONA

Project No. AZB0305001

1. General Description of Project.

- 1.1. The contractor shall prepare a complete application for an Arizona Aquifer Protection Program (APP) permit for the operation of a wastewater treatment plant at the Silver Bell Army Heliport, Marana, Arizona, and shall provide any additional support required to obtain approval of this permit from the Arizona Department of Environmental Quality. The wastewater treatment plant will be installed by the Arizona Army national Guard.
- 1.2. This project shall be completed no later than twelve months from the date upon which a purchase order is received.

2. Project Background.

- 2.1. The Arizona Army National Guard (AZARNG) will install one 50,000 gpd (expandable to 100,000 gpd) sequential batch reactor system wastewater treatment plant at the Silver Bell Army Heliport, fabricated and supplied by Aqua-Aerobics Systems, Inc. Effluent will be treated to B+ quality, and discharged to a series of four existing, unlined basins located at the Pinal Air Park, which is adjacent to the heliport. Existing wastewater lines and mains will generally be used. At this time the basins are operated by Evergreen Air Center, which holds an APP permit for these basins.
- 2.2. The AZARNG will provide a Design Report for inclusion in the permit application. Construction of the wastewater treatment plant is expected to be completed by December 15, 2005.

3. Project Requirements.

- 3.1. The contractor shall prepare a complete application for an Arizona Aquifer Protection Program (APP) permit for the operation of a wastewater treatment plant at the Silver Bell Army Heliport, Marana, Arizona, and shall collect any and all information necessary for completion of the application, with the exception of the Design Report which will be provided by the AZARNG. The contractor is expected to coordinate this work with the AZARNG Facilities Management Office, and the Evergreen Air Center, as appropriate.
- 3.2. The contractor shall provide the completed permit application to the ADEMA Project Manager for review and approval. The contractor shall make any corrections or other changes as required and provide

ADEMA Scope of Work: APP application AZ ARNG Silver Bell Heliport

one original and an adequate number of copies of the permit application to the ADEMA Project Manager, within two weeks of receipt of such corrections or changes.

- 3.3. The contractor shall provide any additional support required to obtain approval of this permit from the Arizona Department of Environmental Quality, in particular but not limited to attendance at any meetings required by ADEQ subsequent to submission of the permit application, and preparation and provision of responses to comments or questions from ADEQ relating to the permit application, when such support is requested by the ADEMA Project Manager.
- 3.4. The contractor shall take notes at any meetings attended, and shall provide detailed meeting minutes based upon these notes to the ADEMA Project Manager no more than seven days after the meeting.

4. General Requirements.

- 4.1. The contractor shall submit the following within ten days of receipt of the purchase order or notice-to-proceed:
 - a. a project schedule showing work to be performed each month.
- b. an invoice schedule that includes proposed billing frequency and estimated billing amounts for each invoice, by task. The invoice schedule shall be prepared so that the final invoice amount is at least ten percent of the purchase order amount (see section 4.3, below).
- 4.2. Once the contractor has commenced work on the project, the contractor shall submit a revised project schedule, and a revised estimate of invoice amounts by task, based on actual level of effort accomplished during the previous thirty days, to the ADEMA project manager on a monthly basis.
- 4.3. All invoices must include the project number shown on this scope of work (SOW) and the ADEMA purchase-order number, and shall describe the work performed by specific task (as shown in the SOW and/or the proposal) in sufficient detail to communicate to the ADEMA project manager the actual amount of work performed or completed. Invoiced amounts shall correspond exactly to the specific tasks: lump-sum invoices for projects composed of two or more separately-priced tasks will be returned to the contractor. The contractor may invoice only for work actually performed.
- 4.4. The contractor shall have at least one employee qualified to act on behalf of the contractor at the site of the project at all times when work is being performed at the site either by employees of the contractor, or by parties other than direct employees of the

ADEMA Scope of Work: APP application AZ ARNG Silver Bell Heliport

contractor. This employee shall provide supervision for all work being performed, and shall be the person at the site of the project with whom the ADEMA project manager will communicate.

DEMA P&C

- 4.5. If for any reason the contractor changes any of the personnel described in the proposal, the contractor shall notify the ADEMA project manager in writing of the proposed or actual substitution as soon as possible, and present the qualifications of the replacement personnel. Any replacement personnel must be acceptable to the ADEMA project manager, and shall possess at least the same level of qualifications as the personnel being replaced.
- 4.6. If the contractor discovers or determines that the scope of the project must be changed due to differing site conditions, or for any other reason not anticipated in this SOW, which would result in a change in cost, completion time, or that makes significant changes in methodology, the contractor shall notify the ADEMA project manager in writing of the exact nature of the change as soon as possible, but in no case later than five business days. If the changes result in an increase or decrease in the established firm, fixed prices, such increase or decrease shall be detailed to such an extent as to allow the ADEMA project manager to evaluate the costs involved. This notification, which shall include revised prices, shall be submitted to the ADEMA project manager as soon as possible, but not later than five business days from discovery. In the event of a field change authorized by the ADEMA project manager, the contractor shall forward all applicable documentation to the ADEMA project manager within five business days.
- **4.7.** All deliverables provided by the contractor shall be printed double-sided, using paper with minimum 20 percent post-consumer recycled content, and also in electronic format using appropriate disk medium. Printed reports shall be bound. All reports shall include the project number shown on this SOW.

Proposal.

- 5.1. Contractors shall be selected to perform the work described in this SOW based upon submission of a written proposal. The proposal shall:
- a. describe all work the contractor will perform, or proposes to perform, to complete the required tasks described in this SOW;
- b. present the names and responsibilities of the personnel to be involved in this project; specifically describe the work to be performed by each person on each task or work element, and list the approximate number of hours each person will work on each task or work element;

ADEMA Scope of Work: APP application AZ ARNG Silver Bell Heliport

- c. describe the direct experience and qualifications of the personnel proposed to accomplish the proposal and the particular work elements, and their experience with similar projects; and the quality and extent of the contractor's experience in successfully completing similar work.
- d. describe any work or methodology not specified as a project requirement or as an optional task, but which may become necessary as a consequence of this type of project, or that the contractor may wish to employ to better accomplish this project, or that may be more costeffective;
- e. present the total firm, fixed price for the project, and a detailed list of prices correlated with each particular task necessary and/or recommended to complete this project;
 - f. list all subcontractors to be employed for this project;
- g. present an estimated work schedule that shows the timeframe, or date upon which each task will be performed and/or completed.
- 5.2. The contractor shall be selected based upon the following criteria, as evaluated by the ADEMA project manager:
- a. Quality and scope of the proposal, including the method(s) proposed to perform the work described in the SOW, the availability of personnel and equipment to meet the needs of the project, and any assumptions made by the contractor.
- b. Direct experience and qualifications of personnel proposed to accomplish the SOW and the particular work elements, and their experience with similar projects; and the quality and extent of the contractor's experience in successfully completing similar work.
- c. Ability of the contractor to complete all tasks in an expeditious manner; within the price quote submitted by the contractor; and otherwise in accordance with all aspects of the SOW and the proposal.
- d. Total, firm, fixed prices for all services, materials, and equipment required to perform all work required by the SOW; however, cost shall not be the primary evaluation criterion.

6. Project Coordination.

6.1. All work for this project shall be coordinated with the ADEMA project manager designated below:

Mr David Annis

ADEMA Scope of Work: APP application AZ ARNG Silver Bell Heliport

Compliance Programs Manager Arizona Department of Emergency & Military Affairs Army National Guard Environmental Office 5636 East McDowell Road Phoenix, Arizona 85008-3495

Phone: (602) 267-2974
Fax: (602) 267-2643
E-mail: david.annis@azdema.gov